

CITY OF LINCOLN/LANCASTER COUNTY

CONTRACT AWARD NOTIFICATION
SPECIFICATION NO.03-018
ANNUAL REQUIREMENTS FOR
HOUSEHOLD HAZARDOUS WASTE SERVICES
FOR CITY-COUNTY HEALTH DEPT. & LIMITED SMALL
BUSINESS HAZARDOUS WASTE SERVICES

DATE: January 11,2005

CONTRACT PERIOD: Feb.1,2005 thru Jan.31,3006

CONTRACTOR: Teris LLC
dba MSE Environmental
880 W. Verdulera St.
Camarillo, CA 93010

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410

Company Representative: Seredi Dixon
Telephone No.: 805/987-0217
FAX No.: 805/987-8718
E-Mail Address: sdixon@terisna.com

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

AS PER PROPOSAL OF 1/22/03 AND CONTRACT SIGNED MAY 12, 2003
AND PER RENEWAL LETTER DATED 12/23/03

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

f/sharpurch/awardnotification/con03018

E.O. #72234
Dated: 01/7/05

CONTRACT DOCUMENTS

CITY OF LINCOLN

NEBRASKA

HOUSEHOLD HAZARDOUS WASTE SERVICES
FOR THE CITY-COUNTY HEALTH DEPARTMENTS AND LIMITED SMALL BUSINESS
HAZARDOUS WASTE SERVICES
AS PER SPEC. 03-018

(TERIS, LLC DBA/ MSE ENVIRONMENTAL)

CITY OF LINCOLN, NEBRASKA

CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this 20th day of March 2003, by and between Teris, LLC dba/ MSE Environmental, 880 W. Verdulera Street, Camarillo, CA 93010 hereinafter called contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the City.

WITNESS, that:

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

Household Hazardous Waste Services for City-County Departments, and Limited Small Business Hazardous Waste Services, as per Spec. 03-018
and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal, a copy thereof being attached to and made a part of this Contract;

EQUAL EMPLOYMENT OPPORTUNITY: In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the agreements herein contained, the Contractor and the City have agreed and hereby agree as follows:

The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute construct, and compete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefor, the following sums and prices for all Work covered by and included in the Contract award and designated above payment thereof to be made in the manner provided by the City:

As per Unit Prices - See Proposal of MSE

**Household Hazardous Waste Collection, Hazardous Waste Services for City and County
Departments, and Limited Small Business Hazardous Waste Services**

Prepared by the
Lincoln-Lancaster County Health Department
Environmental Public Health Division
3140 N Street
Lincoln, NE 68510

COST PROPOSAL for 03-018

#	Item	Management/Disposal Method	Unit	Unit Cost
	HOUSEHOLD HAZARDOUS WASTE COLLECTIONS			
1	Mobilization/Demobilization On-Site Labor / and On-Site Equipment	N/A	Per Collection Site:	\$1,000.00
			One Day HHW Collection	\$2,900.00
			One Day and One Afternoon HHW Collection	\$4,400.00
			One Day and One Afternoon CESQG Event	\$4,400.00
			Pick up for City/ County Agencies within 2 weeks of request.	\$2,900.00
			Special pick up for City/ County at convenience of Contractor	\$1,500.00
2	Waste Characterization Services			
		Field Analysis	Per Sample	Included
		Fuel Blend Analysis	Per Waste Stream	Included
		Full Analysis	Per Waste Stream	Included
		Per Unknown Container	Per Test	Included
		TCLP Analysis	Per Waste Stream	Included
	Other (Please Specify)			

#	Item	Management/Disposal Method	Unit	Unit Cost
3	Liquid Non-Halogenated Flammables			N/A
		Bulking Labor at Collection Site	Per Man/Hour	\$28.00
		Bulking Labor at Receiving Facility	Per Bulked Gallon	N/A
	Specify Disposal Method:			N/A
		Liquids Incinerated as Alternative Fuel	Per Pumpable Gallon	\$2.80
		Sludge Incinerated as Alternative Fuel	Per Non-Pumpable Gallon	\$2.80
		Liquids Incinerated as Hazardous Waste	Per Pumpable Gallon	\$2.80
	Other Disposal Method (Please Specify)			
4	Inorganic Poisonous Compounds	Specify Disposal Method:	Specify Unit	N/A
	Inorganic Poisonous Liquids	Loosepacked for Incineration	Per Pound	\$1.20
		Bulked for Incineration	Per Gallon	\$6.00
	Inorganic Poisonous Solids	Loosepacked for Incineration	Per Pound	\$1.20
5	Organic Poisonous Compounds (Halogenated Solvents & Pesticides)			N/A
	Organic Poisonous Solids	Loosepacked for Incineration	Per Pound	\$1.20
	Organic Poisonous Liquids	Loosepacked for Incineration	Per Gallon	\$1.20
6	Paint	Specify	Specify Unit	N/A
	Latex Paint	Liquids Bulked, Recycled/ Reuse	Per Pumpable Gallon	\$3.80
		Sludged Bulked, Recycled/ Reuse	Per Non-Pumpable Gallon	\$3.80
	Latex Paint (Specify Other Waste Management/Disposal Method:)	Liquids Bulked	Per Pumpable Gallon	N/A

#	Item	Management/Disposal Method	Unit	Unit Cost
	Latex Paint (Specify Other Waste Management/Disposal Method;) Continued	Sludge Bulked	Per Non-Pumpable Gallon	N/A
7	Oil Based Paint	Specify:	Specify Unit:	N/A
		Liquids Bulked, Recycled	Per Pumpable Gallon	N/A
		Sludge Bulked, Recycled	Per Non-Pumpable Gallon	N/A
		Liquids Bulked, Incinerated in Fuel Blending	Per Pumpable Gallon	\$3.00
		Sludge Bulked, Incinerated as Hazardous Waste	Per Non-Pumpable Gallon	\$3.80
	Specify Other Waste Management/Disposal Method:			
8	Aerosols	Lab-pack, Incinerated	Per Net Pound	\$2.20
			Per Other Unit: Specify:	N/A
		Lab-pack, Treatment	Per Net Pound	N/A
			Per Other Unit: Specify:	N/A
		Lab-pack, Recycling	Per Net Pound	\$2.20
	Aerosols (Specify Other Waste Management/Disposal Method:)	Loosepack, Recycle	55-gallon	\$240.00
		Loosepack, Incineration	Per Net Pound	\$2.20
9	Lab-packs Specify Waste Types	Specify Disposal Method	Specify Unit: i.e., Per Net or Gross Lbs	N/A
	Reactives	Direct Incineration	Per Pound	\$4.50
	Non-Reactives	Direct Incineration	Per Pound	\$2.20
10	Dioxins	Specify Disposal Method	Specify Unit: Per Net or Gross Lbs.	N/A
		Lab-pack/Incineration		N/A
	Dioxins, Poisons	Loosepack, Incineration		\$1.20

#	Item	Management/Disposal Method	Unit	Unit Cost
11	Polychlorinated Biphenyls (PCB's)	Specify Disposal Method	Specify Unit: Per Net or Gross Lbs.	N/A
		Lab-pack, Incineration (Ballasts)	Per Pound	\$3.50
		Lab-pack, Treatment		N/A
12	Compressed Gas Containers, not empty	Specify Disposal Options - Recycling, Reclamation, Disposal Method, etc.	Specify Unit	N/A
	Specify Type(s) Accepted			
	Propane Small Camp Style	Flammable	5-gallon	\$175.00
	Propane Small Camp Style	Flammable	30-gallon	\$475.00
	Propane BBQ Style	Flammable	each	\$35.00
	Other Compressed Gasses	*****CASE BY CASE*****		
13	Corrosives	Specify Disposal Method	Per Other Unit: Specify:	N/A
	Liquid Corrosives	Lab-packed, Incineration	Per Net Pound	\$2.80
	Liquid Corrosives	Lab-packed, Treatment	Per Pound	\$2.80
	Liquid Corrosives	Loosepack, Incineration	Per Pound	\$1.20
	Solid Corrosives	Lab-packed, Incineration	Per Other Unit: Specify:	\$2.80
	Solid Corrosives	Lab-packed, Treatment (Specify)		N/A
	Solid Corrosives	Loosepack, Incineration	Per Pound	\$1.20
14	Oxidizers	Specify Disposal Method	Specify Unit:	N/A
		Loosepack, Incineration		\$1.80
15	Reactives	Lab-pack/Incineration		N/A
	Lithium Batteries Intact	Lab-pack, Incineration	Per Pound	\$3.50
	Lithium Batteries (Non Intact)	Lab-pack, Incineration	Per Pound	\$3.50
	Water Reactive	Lab-pack, Incineration	Per Pound	\$3.50

CONTRACT AGREEMENT

The Work included in this Contract shall begin as soon as possible from date of executed contract. The completion shall be for one year from date of executed contract. There may be an option to re-new for two additional one year periods.

GUARANTEE:

A performance bond in the full amount of the contract shall be required for all construction contracts. This bond shall remain in effect during the guarantee period as stated in the specifications.. Once the project is completed, the contractor may submit a maintenance bond in place of the performance bond.

The Contract Documents comprise the Contract, and consist of the following:

1. The Instructions to Bidders
2. The Accepted Proposal
3. The Contract Agreements
4. The Specifications
- *5. The City of Lincoln Standard Specifications for Municipal Construction
 - a. General Conditions
 - b. General Specifications
 - c. ~~Construction & Materials Specifications~~
- ** ~~6. The Plans (including the Schedule of Approximate Quantities)~~
- ~~7. The Construction Bonds~~
8. The Special Provisions

* If project includes paving, water, sewer, sidewalk, lighting or traffic signal work, the City of Lincoln Standard Specifications for Municipal Construction will apply, which are on file in the office of the City Clerk. Copies may be obtained at the Office of the City Engineer.

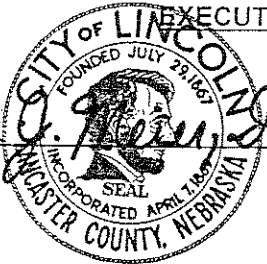
** The following is an enumeration of the Plans, which are entitled:

CONTRACT AGREEMENT

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and the are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

ATTEST:

Teresa G. Merri
City Clerk

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

CITY OF LINCOLN, NEBRASKA

Mayor

Approved by Executive or No.
dated 5-12-03

67422

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Teris, LLC dba/ MSE Environmental
Name of Corporation

880 W. Verdulera Street, Camarillo, CA
(Address) 93010

ATTEST:

Secretary (SEAL)

By: _____
Duly Authorized Official

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Teris, LLC dba MSE Environmental
Name of Organization

Limited Liability Company
Type of Organization

880 W. Verdulera St., Camarillo, CA 93010

By: _____
Member (Address)

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature